



Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

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December 18, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with the Upper Room, A Family Resource Center, 36 Tsienneto Road, PO BOX 1326, Derry, NH 03038., (Vendor Code #246053 R001), to provide juvenile court diversion and intervention services to youth up to the age of eighteen (18) in the Greater Derry Area through the Greater Derry Juvenile Diversion program in an amount not to exceed sixty-six thousand three hundred dollars (\$66,300). This amount represents an award effective January 29, 2014, or date of Governor and Executive Council approval, whichever is later, through February 1, 2015.

Funds to support this request are available in the following account for State Fiscal Year 2014 and 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

05-95-42-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2014	072-500575	42140614	Grants-Federal	\$33,150
2015	072-500575	42140614	Grants-Federal	\$33,150
			Total:	\$66,300

EXPLANATION

The purpose of this Request is to enter into an agreement with the Upper Room, A Family Resource Center to provide juvenile court intervention and diversion services through the Greater Derry Juvenile Diversion program. The vendor will coordinate and facilitate contract hearings for juveniles referred for services through police departments in order to determine plans of accountability for juveniles and provide support services to juveniles to meet the requirements of those accountability plans.

The State of New Hampshire participates in the federal Office of Juvenile Justice and Delinquency Prevention Act of 2002 Formula Grants program. This grant program requires the State to support a variety of programs related to delinquency prevention and reduction, juvenile justice system improvement, research, evaluation, statistical analysis, and training and technical assistance.

The federal Office of Juvenile Justice and Delinquency Prevention administers the Formula Grants Program under Title II, Part B, of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended in 1988 and 1992 and reauthorized by Congress in 2002 [42 U.S.C. 5631-5633, Section 22 State Plans 28c (1), (2) and (2-A)]. This Act requires states to support a variety of programs related to delinquency prevention and reduction. The State Formula Grants program requires states to pass a certain amount of funds received to units of general local government or private nonprofit agencies in order to assist those agencies in delivering delinquency prevention and reduction programs.

The Department of Health and Human Services solicited proposals from local government entities and nonprofit agencies for delinquency prevention and intervention programs through the Request for Proposal process. A Request for Proposal was posted to the Department's website on July 3, 2013 with a closing date of July 30, 2013. The State Advisory Group convened on September 11, 2013 to review the fifteen (15) proposals received. The review team for the State Advisory Group included the following individuals:

- Joseph Diamant – Director, Community Corrections, Department of Corrections
- Starr Smith – Case Manager, Adult Diversion Center, Merrimack County
- Bonnie St. Jean – Administrator, Department of Resource and Economic Development
- Judge Clifford Kinghorn – Judge, Administrative Office of the Courts
- Ted Kirkpatrick – Associate Dean, University of New Hampshire, Durham
- Amy Pepin – Policy Director, New Futures
- Pat Dowling – Retired Legislator, State of New Hampshire

On September 17, 2013, the State Advisory group, by consensus, selected eight (8) vendors to receive the State Formula Grants funding. The Upper Room, A Family Resource Center is one (1) of the eight (8) vendors selected to receive these federal funds. This vendor was chosen due to its comprehensive juvenile court diversion program. Court diversion through the Upper Room, A Family Resource Center includes a contract hearing component where the juvenile must appear before a community board to listen to the determined plan of accountability and take an oath to complete the tasks assigned within the time frame determined by the vendor. The vendor provides support services to the juvenile to assist him or her in successfully completing the plan of accountability.

The funds awarded to the Upper Room, A Family Resource Center will be used primarily to staff workshops and classes provided by the vendor which may be included in the plan of accountability contracts. Programs and services include substance abuse and anger management courses, community service learning opportunities, and family outreach services as well as a number of support groups for parents of juveniles referred to the vendor for services.

Should the Governor and Executive Council not approve this request, the Upper Room, A Family Resource Center would experience a reduction in services available to juveniles and their families in the Greater Derry area, which could result in an increase in juveniles entering the juvenile justice system, which would negatively impact the citizens of New Hampshire.

Area Served: Greater Derry Area

Source of Funds: 100% Federal Funds

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

RFP 13-DHHS-DCYF-1
State Advisory Group (SAG) Prevention Services for the Community
Vendor Proposal Review
September 17, 2013

Vendor	Area Served	Consensus to Fund at Grant Level:	Consensus to NOT Fund
Child and Family Services	Concord Manchester Nashua Rochester	\$179,699	
City of Nashua Police Athletic League (PAL)	Nashua		X
City of Rochester Police Department	Rochester	\$10,000	
Concord Boys & Girls Club	Concord		X
Family Mediation and Juvenile Services	Atkinson Danville Hampstead Kingston Newton Plaistow	\$50,000	
Federation of the Crippled and Disabled (FedCap)	Statewide		X
JSI d/b/a Community Health Institute	Statewide	\$80,430	
Life Bridge, Inc.	Carroll County Grafton County		X
Nashua Boys & Girls Club	Nashua		X
Helping Our Pupils Excel (HOPE) New Hampshire, Inc.	Manchester		X
New Hampshire Legal Assistance	Concord Rochester	\$68,276	
Salem Boys & Girls Club	Salem	\$21,226	
Seacoast Youth Services	Coastal New Hampshire		X
The Upper Room	Greater Derry Area	\$66,300	
The Youth Council	Nashua	\$90,000	

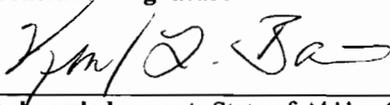
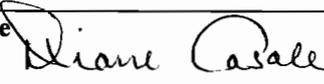
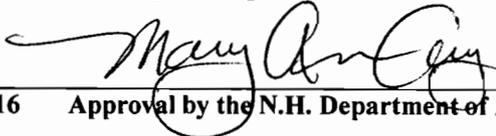
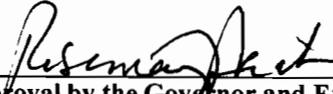
Subject: State Advisory Group (SAG Award for Prevention Services for the Community)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division for Children, Youth and Families		1.2 State Agency Address 1056 North River Road Manchester, NH 03104	
1.3 Contractor Name The Upper Room, A Family Resource Center, Inc.		1.4 Contractor Address 36 Tsienneto Rd. PO BOX 1326 Derry, NH 03038	
1.5 Contractor Phone Number (603) 437-8477 Ext. 11	1.6 Account Number 010-042-79060000 072-50057542140614	1.7 Completion Date February 1, 2015	1.8 Price Limitation \$66,300
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kimberly L. Bavaro, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>12/14/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  		1.13.2 Name and Title of Notary or Justice of the Peace DIANE CASALE, Notary	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>1-7-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to all Services

1.1 For the purpose of this Contract, any reference to days shall be a reference to consecutive calendar days.

2. Services to be provided

The Contractor will provide juvenile court diversion services that target the issues of low self-esteem, negative peer group association, lack of appropriate role modeling, poor communication skills, family substance use and family violence for juveniles up to age eighteen (18) in the Greater Derry area. The Contractor shall:

2.1 Accept referrals from police departments. For each referral received, the Contractor shall:

2.1.1 Ensure the Diversion Coordinator conducts an intake interview with the juvenile and parent(s) within seven (7) days of receiving the referral in order to:

2.1.1.1 Gather background information.

2.1.1.2 Provide an opportunity for the juvenile to discuss the incident.

2.1.2 Determine eligibility of the juvenile in the Greater Derry Juvenile Diversion (GDJD) program.

2.1.3 Review program requirements with the juvenile and parent(s).

2.2 Schedule a contract hearing for each juvenile accepted into the Greater Derry Juvenile Diversion (GDJD) program. The Contractor shall:

2.2.1 Schedule a contract hearing for each juvenile, parent, and the Diversion Coordinator to appear before the Community Review Team.

2.2.2 Provide a Community Review Team, which shall consist of a cross section of community members who determine the plans of accountability, which may include, but not be limited to:

2.2.2.1 Restitution.

2.2.2.1.2 Referrals to appropriate programs, which may include one or more of the following:

2.2.2.1.2.1 The Adolescent Wellness Program in Section 2.4.

2.2.2.1.2.2 Community Service Learning Opportunities program in Section 2.5.

2.2.2.1.2.3 Shoplifting workshops in Section 2.6.

2.2.2.1.2.4 Other community-based services, as needed.

2.2.2.1.3 Educational one-on-one workshops that address issues concerning the specific incident.



Exhibit A

- 2.2.2.1.4 A research paper or project concentrating on the issues surrounding the incident.
- 2.2.2.1.5 A personal development project, such as a life goals timeline.
- 2.2.2.1.6 A formal apology to parents, family members or victims.
- 2.2.3 Provide the contract agreement end-date to the Community Review Team, juvenile and parent(s) to be included in the contract agreement.
- 2.2.4 Support the Community Review Team in developing the contract agreement.
- 2.2.5 Present the contract agreement to the juvenile during the contract hearing.
- 2.3 Coordinate, schedule and facilitate a review hearing with the Community Review Team, Diversion Coordinator, juvenile and parent(s). The Contractor shall:
 - 2.3.1 Schedule the review hearing no later than two (2) days from the contract agreement completion date.
 - 2.3.2 Review the case for contract compliance.
 - 2.3.3 Notify the referring police department that the case brought against the youth is formally closed if the juvenile is in compliance with the contract.
- 2.4 Provide an Adolescent Wellness Program which includes, but is not limited to:
 - 2.4.1 The URParents Support Group that shall be available to the juvenile's parent(s) until the juvenile exits the program.
 - 2.4.2 The Challenge Program that focuses on drug and alcohol education and self-awareness for juveniles.
 - 2.4.3 Take Control workshops that focus on teenage anger management.
- 2.5 Provide the Community Service Learning Opportunities program in the towns of Derry, Londonderry, Sandown, Chester, and Windham. The Contractor, at a minimum, shall:
 - 2.5.1 Collaborate with community partners to identify community service opportunities available to juveniles in the area where the offense occurred.
 - 2.5.2 Assign community service activities that are appropriate to the offense committed.
 - 2.5.3 Create a written community service work plan that is signed by the juvenile, his/her parents and the Contractor no later than five (5) days from the date the juvenile enters the program.
 - 2.5.4 Keep record of the type, date, description and duration of each activity assigned to each juvenile.
 - 2.5.5 Ensure adequate supervision is available for all community service activities.



**New Hampshire Department of Health and Human Services
State Advisory Group (SAG) Award for Prevention Services for the Community**

Exhibit A

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- 2.5.6 Assign a writing assignment to each juvenile that includes, but is not limited to, a narrative summary regarding the impact of the community service experience on the juvenile's life.
 - 2.5.7 Provide a written performance evaluation to the juvenile regarding community service activities completed no later than (5) days from the date of completion.
 - 2.6 Provide Youth Education for Shoplifting (YES) workshops that focus on the impacts of shoplifting/theft, as defined in RSA 637, that include CD/Workbook home-based study materials for each juvenile to complete prior to attending a six (6) hour class.
 - 2.7 Provide Greater Derry Family Outreach services, which include but are not limited to:
 - 2.7.1 In-home parenting education and counseling, as needed, for families experiencing:
 - 2.7.1.1 Problems with communication in the family.
 - 2.7.1.2 Questions about parenting teenagers.
 - 2.7.1.3 Feelings of isolation.
 - 2.7.1.4 Concerns about alcohol or substance use by a juvenile.
 - 2.7.1.5 Bullying, arguing or fighting among family members:
 - 2.7.2 Groups and workshops that focus on parenting issues.
 - 2.7.3 Information on other community-based services that may be available to juveniles and their families.
 - 2.7.4 Assistance with enrollment for community based services identified in Section 2.7.3.
 - 2.7.5 Experienced counselors/parent educators that provide education services.
 - 2.7.6 Flexible counseling schedules that include evening hours.
 - 2.8 Collaboration with other community agencies and juvenile court diversion programs. The Contractor shall:
 - 2.8.1 Provide promotional information regarding contract services to the Center for Excellence and the NH Juvenile Court Diversion Network for informational purposes.
 - 2.8.2 Provide a detailed list of all boards, organizations, and associations that deal with juvenile mental illness issues, drug and alcohol addiction issues or other juvenile behavior issues in the Contractor's service area to the Center for Excellence and the NH Juvenile Court Diversion Network either by US mail or by e-mail. The detailed list shall include, but not be limited to, the name of the board, organization or agency, and its:



**New Hampshire Department of Health and Human Services
State Advisory Group (SAG) Award for Prevention Services for the Community**

Exhibit A

- 2.8.2.1 Specialty.
- 2.8.2.2 Telephone number.
- 2.8.2.3 Mailing address.
- 2.8.2.4 E-mail address.
- 2.8.2.5 Website, if applicable.

2.8.3 Provide dates, times and locations of any upcoming meetings known, as described in Section 2.8.2, above, to the Center for Excellence and the NH Juvenile Court Diversion Network no later than fourteen (14) days prior to the meeting.

2.8.4 Contact the Center for Excellence to obtain state accepted best practices in juvenile court diversion program operations and reporting methods.

2.9 Provide samples of any marketing materials developed for promoting contracted services to the Center for Excellence and the Division for Children, Youth and Families (DCYF). The Contractor shall:

2.9.1 Ensure marketing materials described in Section 2.9 are credited to the US Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

3. Reporting Requirements

3.1 In addition to any reporting requirements in Section 2 the Contractor shall:

3.1.1 Provide quarterly reports to the Division for Children, Youth and Families that include, but are not limited to:

3.1.1.1 A narrative summary of activities conducted in Section 2. The summary shall include, but not be limited to:

3.1.1.1.1 Descriptions of activities conducted including but not limited to dates, times, duration and the number of participants in each activity.

3.1.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.

3.1.1.1.3 A plan to address barriers and challenges in Section 3.1.1.1.2 for the next quarter.

3.1.1.2 Demographic information that includes, but is not limited to:

3.1.1.2.1 Number of youth served by race, ethnicity, age and gender.

3.1.1.2.2 Number of youth who successfully complete the programs in which they were enrolled.

3.1.1.2.3 Number of youth who terminated from a program prior to program completion.

3.1.1.2.4 Number of youth who obtain a finding of true on an unrelated petition after beginning a program.



Exhibit A

- 3.1.1.2.5 Referral source.
- 3.1.1.2.6 Number of youth who participated in each program component.
- 3.1.2 Provide quarterly reports that include backup documentation listed in Section 3.1 detailing actual expenditures for approved contract related activities.
 - 3.1.2.1 Quarterly reports shall be due as follows:
 - 3.1.2.1.1 April 30th for all activities performed from January 1st through March 31st of the current year.
 - 3.1.2.1.2 July 31st for all activities performed from April 1st through June 30th of the current year.
 - 3.1.2.1.3 October 31st for all activities performed from July 1st through September 31st of the current year.
 - 3.1.2.1.4 January 31st for all activities performed from October 1st through December 31st of the previous year.

4. Requirements of Delivery of Services

- 4.1 In addition to the reporting requirements specified in Section 3, the Contractor shall provide documented proof that, at minimum:
 - 4.1.1 One hundred twenty-five (125) families receive services available through this Contract.
 - 4.1.2 One hundred six (106) youth referred for services successfully complete all program requirements.
 - 4.1.3 Thirty-six (36) juvenile community service learning opportunities are completed in accordance with the provisions set forth in Section 2.5.
 - 4.1.4 Four (4) YES programs in Section 2.6 are delivered.
 - 4.1.5 Forty-five (45) contract agreements described in Section 2.2.5 are executed and successfully completed.
 - 4.1.6 The detailed list of boards, organizations and associations in Section 2.8.2 is provided to the Center for Excellence within thirty (30) days of the Contract effective date.
 - 4.1.7 One (1) marketing or promotional sample, as described in Section 2.9, is provided to the Center for Excellence and DCYF within thirty (30) days of the Contract effective date.



Exhibit B

Method and Conditions Precedent to Payment

This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #16.540, U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
3. Payment for services shall be made as follows:
 - 3.1 The Contractor will submit quarterly reports as specified in Exhibit A, Scope of Services, Sections 3, with an invoice for reimbursement of actual expenses incurred during the quarter, for a total of four (4) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2 Invoices and reports identified in Section 3.1 must be submitted to:

Pamela Sullivan
Juvenile Justice Specialist
NH Department of Health and Human Services
Division for Children, Youth and Families
1056 North River Road
Manchester, NH 03104
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 3.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Upper Room, A Family Resource Center

Budget Request for: State Advisory Group (SAG) Award for Prevention Services for the Community

Budget Period: 01/01/14 - 06/30/14

Line Item	Total Program Cost		Contractor Share 7 Month		Funded by DHHH contract share	
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ 39,099.00	\$ -	\$ 13,516.50	\$ -	\$ 25,582.50	\$ -
2. Employee Benefits	\$ 7,321.00	\$ -	\$ 2,709.00	\$ -	\$ 4,612.00	\$ -
3. Consultants	\$ 650.00	\$ -	\$ 390.50	\$ -	\$ 259.50	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 350.00	\$ -	\$ 129.50	\$ -	\$ 220.50	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 185.00	\$ -	\$ 315.00	\$ -
6. Travel	\$ 180.00	\$ -	\$ 66.50	\$ -	\$ 113.50	\$ -
7. Occupancy	\$ 1,500.00	\$ -	\$ 555.00	\$ -	\$ 945.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 350.00	\$ -	\$ 129.50	\$ -	\$ 220.50	\$ -
Postage	\$ 125.00	\$ -	\$ 46.50	\$ -	\$ 78.50	\$ -
Subscriptions	\$ 600.00	\$ -	\$ 222.00	\$ -	\$ 378.00	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 600.00	\$ -	\$ 222.00	\$ -	\$ 378.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Staff Education and Training	\$ 75.00	\$ -	\$ 28.00	\$ -	\$ 47.00	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 61,360.00	\$ 0.0%	\$ 18,200.00	\$ -	\$ 33,160.00	\$ -

Indirect As A Percent of Direct

Exhibit B-2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Upper Room, A Family Resource Center

Budget Request for: State Advisory Group (SAG) Award for Prevention Services for the Community

Budget Period: 07/01/14 - 02/01/16

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 39,099.00	\$ -	\$ 39,099.00	\$ 13,518.50	\$ -	\$ 13,518.50	\$ 25,582.50	\$ -	\$ 25,582.50
2. Employee Benefits	\$ 7,321.00	\$ -	\$ 7,321.00	\$ 2,709.00	\$ -	\$ 2,709.00	\$ 4,612.00	\$ -	\$ 4,612.00
3. Consultants	\$ 650.00	\$ -	\$ 650.00	\$ 390.50	\$ -	\$ 390.50	\$ 259.50	\$ -	\$ 259.50
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 350.00	\$ -	\$ 350.00	\$ 129.50	\$ -	\$ 129.50	\$ 220.50	\$ -	\$ 220.50
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 185.00	\$ -	\$ 185.00	\$ 315.00	\$ -	\$ 315.00
6. Travel	\$ 180.00	\$ -	\$ 180.00	\$ 66.50	\$ -	\$ 66.50	\$ 113.50	\$ -	\$ 113.50
7. Occupancy	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 555.00	\$ -	\$ 555.00	\$ 945.00	\$ -	\$ 945.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 350.00	\$ -	\$ 350.00	\$ 129.50	\$ -	\$ 129.50	\$ 220.50	\$ -	\$ 220.50
Postage	\$ 125.00	\$ -	\$ 125.00	\$ 46.50	\$ -	\$ 46.50	\$ 78.50	\$ -	\$ 78.50
Subscriptions	\$ 600.00	\$ -	\$ 600.00	\$ 222.00	\$ -	\$ 222.00	\$ 378.00	\$ -	\$ 378.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 600.00	\$ -	\$ 600.00	\$ 222.00	\$ -	\$ 222.00	\$ 378.00	\$ -	\$ 378.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 75.00	\$ -	\$ 75.00	\$ 28.00	\$ -	\$ 28.00	\$ 47.00	\$ -	\$ 47.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 61,360.00	\$ -	\$ 61,360.00	\$ 18,200.00	\$ -	\$ 18,200.00	\$ 33,160.00	\$ -	\$ 33,160.00

Indirect As A Percent of Direct 0.0%

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

The Upper-Room, FRC From: 01/01/14 To: 12/31/14
 (Contractor Name) (Period Covered by this Certification)

Kimberly L. Bavao Executive Director
 (Name & Title of Authorized Contractor Representative)

[Signature] 12-16-13
 (Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E CERTIFICATION

REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: 1/01/14 through 12/31/14

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Signature]
(Contractor Representative Signature)

Kimberly L. Bawa Executive Director
(Authorized Contractor Representative Name & Title)

The Upper Room, a Family Resource Center
(Contractor Name)

12-16-13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

K/ABC
(Contractor Representative Signature)

Kimberly L. Pawko, Executive Director
(Authorized Contractor Representative Name & Title)

The Upper Room a Family Resource Center
(Contractor Name)

12-16-13
(Date)

Contractor Initials: K/ABC

Date: 12-16-13

NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

KIA Ba-
 (Contractor Representative Signature)

Kimberly L. Rowan, Executive Director
 (Authorized Contractor Representative Name & Title)

The Upper Room, a Family Resource Center
 (Contractor Name)

12-16-13
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

K/2 Ba
(Contractor Representative Signature)

Kimberly L. BAVARO, Executive Director
(Authorized Contractor Representative Name & Title)

The Upper Room, a Family Resource Center
(Contractor Name)

12-16-13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
The State Agency Name

The Upper Room, a Family Resource Center
Name of the Contractor

Mary Ann Cooney
Signature of Authorized Representative

K/L/B
Signature of Authorized Representative

MARY Ann Cooney
Name of Authorized Representative

Kimberly L. Bavaro
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

12/19/13
Date

12-16-13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

K. J. B.

(Contractor Representative Signature)

Kimberly L. Brown Executive Director

(Authorized Contractor Representative Name & Title)

The Upper Room, a Family Resource Center 12-16-13

(Contractor Name)

(Date)

Contractor initials: KJB

Date: 12-16-13

Page # _____ of Page # _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Upper Room, A Family Resource Center is a New Hampshire nonprofit corporation formed July 30, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gale Stanley, do hereby certify that:

1. I am a duly elected Officer of The Upper Room, a Family Resource Center.

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 12/11/2012:

RESOLVED: That the Executive Director

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16th day of December, 2013.

4. Kimberly L. Bavaro is the duly elected Executive Director

of the Agency.

Gale Stanley 12/16/13
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 16 day of Dec., 2013,

By Gale Stanley.

Diane Casale

(NOTARY SEAL)



Commission Expires: 4-15-2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Michael Caruso PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: mcaruso@crossagency.com	
INSURED The Upper Room a Family Resource Center 36 Tsienneto Road P.O. Box 1017 Derry NH 03038		INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co of America INSURER B: Hanover Ins Group INSURER C: LM Insurance Corp INSURER D: INSURER E: INSURER F:	NAIC # 31534 33600

COVERAGES **CERTIFICATE NUMBER:** 13-14 GL, BA, WC & Umb **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZHV 9232702 02	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY			ZHV 9232702 02	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB			JHV9232704	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS						<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCS-31S-391028-013 (3a.) NH All officers included	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER State of NH Department of Health and Human Services Brown Building 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Caruso/JSC <i>Michael Caruso</i>
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Mission Statement: Providing people with the services and resources they need to live happier, healthier and more self-sufficient lives.

Vision Statement: The Upper Room, A Family Resource Center envisions a strong, vibrant and self sustaining community where conflict and hunger, homelessness and poverty, and ignorance and intolerance no longer exist. We look to the day where all families thrive and children have within their reach the tools to succeed. We will work to achieve our vision by living our mission and honoring our values each day.

The Values of The Upper Room, A Family Resource Center guide the staff and boards in carrying out our mission. We aspire to be an organization that:

- Is responsive to the community
- Is compassionate and non-judgmental
- Respects diversity
- Empowers each individual and family
- Works as a team
- Encourages innovative and creative ideas
- Maintains strong ethics and integrity

The agency wide objectives include reducing the incidence of abuse and neglect and interpersonal conflict among families, reducing drug and alcohol use and juvenile delinquency among youth and reducing one's economic dependence on the community.

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Financial Statements

June 30, 2012

(With Independent Auditors' Report Thereon)

THE UPPER ROOM, A FAMILY RESOURCE CENTER

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Peter C. Brankman and Company, P.C.

Certified Public Accountant
10 Fayette Street
Concord, New Hampshire 03301
www.brankmancpa.com

TEL: (603) 225-7616 FAX: (603) 228-4702

Independent Auditors' Report

To The Board of Directors of
The Upper Room, A Family Resource Center
Derry, NH

We have audited the accompanying statement of financial position of The Upper Room, A Family Resource Center (a New Hampshire not-for-profit organization) (the "Organization") as of June 30, 2012 and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from the Organization's June 2011 financial statements which we audited as of November 10, 2011.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Upper Room, A Family Resource Center as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Peter C. Brankman and Company, P.C.

Concord, New Hampshire
November 29, 2012

THE UPPER ROOM, A FAMILY RESOURCE CENTER
 STATEMENTS OF FINANCIAL POSITION
 JUNE 30, 2012 AND 2011

ASSETS

	2012	2011
CURRENT ASSETS		
Cash -operating	\$ 168,858	\$ 267,491
Cash - restricted	26,770	67,402
Prepaid expense	1,088	3,281
Grants receivable	50,384	58,162
Total current assets	247,100	396,336
 PROPERTY AND EQUIPMENT		
Equipment and furniture	57,622	57,622
Leasehold improvements	51,375	51,375
	108,997	108,997
Less accumulated depreciation	(81,751)	(79,512)
Property and equipment, net	27,246	29,485
 OTHER ASSETS		
Investment in certificates of deposit	201,246	169,734
TOTAL ASSETS	\$ 475,592	\$ 595,555

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 2,926	\$ 540
Accrued wages and payroll taxes	39,570	15,032
Accrued fund-raising expenses	26,770	67,402
TOTAL LIABILITIES	69,266	82,974
 NET ASSETS		
Unrestricted	17,458	113,625
Unrestricted - Board designated-program	323,541	331,000
Unrestricted - Board designated-endowment	15,302	9,794
Temporarily restricted	50,025	58,162
TOTAL NET ASSETS	406,326	512,581
TOTAL LIABILITIES AND NET ASSETS	\$ 475,592	\$ 595,555

The accompanying notes are an integral part of the financial statements.

THE UPPER ROOM, A FAMILY RESOURCE CENTER
 STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
 YEAR ENDED JUNE 30, 2012

(With summarized financial information for the ten month period ended June 30, 2011)

	TEMPORARILY		2012	2011
	UNRESTRICTED	RESTRICTED		
REVENUES AND OTHER SUPPORT				
Grants	\$ 361,225	\$ 50,025	\$ 411,250	\$ 439,331
Contributions	22,593		22,593	19,701
Program revenue	17,211		17,211	11,945
Fundraising - net	40,688		40,688	51,426
Fundraising auction	37,189		37,189	50,032
Interest income	8,949		8,949	2,539
In-kind contributions	142,183		142,183	81,831
TOTAL REVENUE AND OTHER SUPPORT	630,038	50,025	680,063	656,805
Net assets released from restriction	58,162	(58,162)		
	688,200	(8,137)	680,063	656,805
EXPENSES				
Program	543,587		543,587	430,853
Management and general	154,149		154,149	125,054
Fund-raising	88,582		88,582	76,028
TOTAL EXPENSES	786,318	-	786,318	631,935
(DECREASE) INCREASE IN NET ASSETS	(98,118)	(8,137)	(106,255)	24,870
NET ASSETS - BEGINNING OF YEAR	454,419	58,162	512,581	487,711
NET ASSETS - END OF YEAR	\$ 356,301	\$ 50,025	\$ 406,326	\$ 512,581

The accompanying notes are an integral part of the financial statements.

THE UPPER ROOM, A FAMILY RESOURCE CENTER
 STATEMENTS OF FUNCTIONAL EXPENSES
 YEAR ENDED JUNE 30, 2012
 (With summarized financial information for the ten month period ended June 30, 2011)

	PROGRAM SERVICES	MANAGEMENT AND GENERAL	FUND RAISING	2012	2011
Salaries	\$ 313,310	\$ 93,525	\$ 60,792	\$ 467,627	\$ 392,040
Payroll taxes	26,175	7,814	5,079	39,068	31,650
Benefits	20,322	6,066	3,944	30,332	22,387
TOTAL SALARIES AND RELATED EXPENSES	359,807	107,405	69,815	537,027	446,077
Supplies	12,938	3,862	2,510	19,310	38,982
Maintenance and repairs	9,380	2,800	1,820	14,000	14,505
Office expense	3,099	2,404	822	6,325	6,230
Telephone	4,269	1,274	829	6,372	6,101
Utilities	9,524	2,842	1,848	14,214	12,097
Professional fees		16,734		16,734	8,094
Insurance	7,365			7,365	4,661
Postage and printing	1,694	506	329	2,529	3,767
Travel and conferences	3,987			3,987	5,963
Training and development	9,403	2,807	1,824	14,034	1,691
In-kind occupancy	43,778	13,068	8,494	65,340	53,840
In-kind program supplies	76,843			76,843	27,991
Depreciation	1,500	447	291	2,238	1,936
	<u>183,780</u>	<u>46,744</u>	<u>18,767</u>	<u>249,291</u>	<u>185,858</u>
TOTAL EXPENSES - 2012	\$ 543,587	\$ 154,149	\$ 88,582	\$ 786,318	
TOTAL EXPENSES - 2011	\$ 430,853	\$ 125,054	\$ 76,028		\$ 631,935

The accompanying notes are in integral part of the financial statements.

THE UPPER ROOM, A FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

NOTE A – NATURE OF BUSINESS

The Upper Room, A Family Resource Center (“the Organization”) operates as a nonprofit organization located in Derry, New Hampshire providing interactive educational programs and services which promote personal growth and build bridges to, and through, the larger community for individuals and families.

The Organization derives its support from grants provided by the State of New Hampshire and the United Way, fundraising activities, and contributions from various individuals, businesses and private foundations.

With a mission of providing citizens in Derry and surrounding communities with the services and resources they need to live happier, healthier and more self-sufficient lives, all Upper Room programs strive to help participants make healthy choices, develop healthy lifestyles and gain independence.

The Organization’s programs and services currently consist of the following:

Programs:

- 1) *Greater Derry Family Outreach* (GDFO), short term in-home parenting education and counseling;
- 2) *Families Reaching Our Goals* (FROG), a support and play group for parents and children ages 0 - 6;
- 3) *Teen Information for Parenting Success* (TIPS), a support program for young parents;
- 4) *Community Service Learning Opportunities* (CSLO), supervised community service hours for youth;
- 5) *GED Options*, collaboration with Pinkerton Academy, the state’s largest high school, for youth 16-21 getting ready to take the GED test in order to achieve a high school equivalency diploma;
- 6) *Greater Derry Juvenile Diversion* (GDJD), an alternative to court for first time juvenile offenders;
- 7) *Adolescent Wellness Program* (AWP), a comprehensive program which promotes healthy adolescent behavior.

Services:

- 1) *The Challenge Course* – Drug and alcohol education for youth
- 2) *Take Control Workshop* – A class for youth who have trouble handling their anger
- 3) *URParents* – a support group for parents of adolescents
- 4) *YES* – a program for youth who have shoplifted
- 5) *Parenting Education* – Classes and support groups for parents with children of all ages, these groups include Active Parenting of Teens, Active Parenting Today, 1 2 3 4 Parents! And Active Parenting for Step Families

All programs and services adhere to the principles of Family Support America.

THE UPPER ROOM, A FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Organization prepares its financial statements on the accrual basis of accounting. Revenue, other than contributions, is recognized when earned and expenses are recognized when the obligation is incurred.

Contributions

Contributions are recorded as unrestricted, temporarily restricted, or permanently restricted support depending upon the existence and/or nature of donor restrictions. Support that is restricted by the donor is reported as an increase in temporarily or permanently restricted net assets, as applicable. Within temporarily restricted net assets, amounts are reclassified to unrestricted net assets when the restrictions expire.

Functional Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities based on an estimate of personnel time. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. The Certificates of Deposit held at June 30, 2012 have terms ranging from two to four years and are considered as short term investments.

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization's tax returns are subject to review and examination by federal, state and local authorities. Information returns for the fiscal years ended June 30, 2011, 2010 and 2009 are subject to examination by federal, state and local authorities.

In accordance with ASC 740, *Income Taxes*, the Organization evaluated its tax positions and determined that its tax positions are more-likely-than-not to be sustained on examination. Accordingly, there are no unrecognized benefits or applicable interest and penalties that should be recorded.

THE UPPER ROOM, A FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

The Organization capitalizes property and equipment over \$1,000. Lesser amounts are generally expensed. Purchased property and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred and renewals and leasehold improvements are capitalized. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Property and equipment are depreciated using the straight-line method over estimated useful lives ranging from five to thirty years.

Donated Materials and Services

The Organization records the value of donated materials and services when there is an objective basis available to measure their value. Donated materials and services for programs are recorded as in-kind donations in the accompanying financial statements at their estimated fair value at the date of receipt. Donated items for the annual auction are calculated at their fair value and are reported in net proceeds from fund-raising. The Organization also recognizes an estimate of contributed occupancy expense since the program and office facility is leased from the town of Derry at a rate of \$1 per year. Volunteers have donated a total of 1,264 hours of time assisting the Organization with fundraising, special projects and provision of program services. These contributed services, while critical to the success of the Organization's mission, do not meet the criteria for recognition in the financial statements.

NOTE C – COMPENSATED ABSENCES

Certain employees of the Organization are entitled to paid vacation, holiday, sick and personal days off, depending on job classification, length of service, and other factors. The Organization's policy is to accrue all vacation time earned and to recognize the costs of sick and personal day compensated absences when actually paid to employees.

NOTE D – GRANTS AND CONTRACTS

Grants receivable consist of amounts due from government and private agencies. Management periodically reviews the status of all grants receivable for collectability. Each balance is assessed based on management's knowledge of and relationship with the grantor and the age of the receivable balance. As a result of these reviews, balances deemed to be uncollectible are charged directly to bad debt expense. Management believes that the use of the direct write-off method approximates the results that would be presented if an allowance for doubtful accounts was recorded.

THE UPPER ROOM, A FAMILY RESOURCE CENTER
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2012

NOTE D – GRANTS AND CONTRACTS (CONTINUED)

Grants receivable consist of the following at June 30,:

	2012	2011
United Way	\$ 35,025	\$ 43,162
Pinkerton Academy	359	-
A. Eastman Foundation	15,000	15,000
Net	\$ 50,384	58,162

NOTE E – FUNDRAISING

The fundraising revenue, which is from regularly scheduled bingo games, has been reported net of fundraising expenses as follows:

	2012	2011
Revenue	\$ 613,700	\$ 526,103
Expenses	573,012	474,677
Net	\$ 40,688	\$ 51,426

At June 30, 2012 and 2011, the Organization held \$26,770 and \$67,402, respectively, in funds for future cash payouts.

NOTE F – NET ASSETS

Unrestricted net assets: Unrestricted net assets include those net assets whose use is not restricted by donors, even though their use may be limited in other respects, such as by board designation.

Undesignated: Undesignated net assets are used for the general operations of the Organization.

Designated: The Board of Directors has authorized the setting aside of unrestricted funds for future planning. All interest income and any matching donations are set aside for a future endowment account. The funds are held in the operating account and total \$9,794 as of June 30, 2012. The Board has also designated \$323,541 of unrestricted funds for new programs and for the expansion of current programs. These funds are held in short term investments and in money market accounts.

Temporarily restricted net assets: Temporarily restricted net assets include those net assets whose use by the Organization has been donor restricted by specified time or purpose limitations.

THE UPPER ROOM, A FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

NOTE F – NET ASSETS (CONTINUED)

Temporarily restricted net assets consist of the following at June 30,:

Grant funds restricted to programs:	
Greater Derry Family Outreach	\$ 15,000
General Educational Development	20,062
Teen Information for Parenting Success	3,750
Juvenile Diversion	11,213
Net	<u>\$ 50,025</u>

NOTE G – LEASE AGREEMENT

The Organization occupies office and program space under a lease agreement with the Town of Derry which requires a payment of \$1.00 due on January 1. The term of the lease is twenty years, beginning January 2010 through December 31, 2030. All utilities, repairs, maintenance and improvements are the responsibility of the Organization. On July 1, 2010, the Organization made a prepayment of \$20 for the full term of the lease.

NOTE H – CONCENTRATION

The organization performs services for Pinkerton Academy to manage the Organization's General Educational Development program. This contract provided revenue of \$120,000 for the year ended June 30 2012, representing approximately 18% of total revenue and support for the fiscal year ended June 30, 2012. In the event of non-renewal of this contract, the Organization would show a significant impact on its budget.

NOTE I – SUBSEQUENT EVENTS

In connection with the preparation of the financial statements, management has evaluated subsequent events to November 29, 2012, which is the issue date of the financial statements and has noted no transactions requiring disclosure.

**The UPPER ROOM, A Family Resource Center
BOARD OF DIRECTORS**

36 Tsienneto Road, Derry, NH 03038; (603) 437-8477 Updated: 06/2013

Kimberly Bavaro, Executive Director:

Daryl Arsenault, Immediate Past President (08/10) Citizens Bank

Jacob D Wiesmann, Acting President (Vice-President) (06/12) CFO Parkland Medical Center

Marcia Briggs , Treasurer (01/10) Retired, Teacher

Gale Stanley, Secretary (04/10) Special Ed Teacher, Centre School of Hampton

Jack Briggs (01/10) Retired,

Heather Francoeur (04/11) Citizens Bank

Michelle Keyworth(06/12) Greater Nashua Mental Health

Jennifer Peabody,(7/12) Peabody Funeral Home , Office Manager

John Oudjeusden,(7/12) Owner, Promises to Keep

Anne Engelhardt,(7/12) Quilter

Katie Floyd,(7/12) Regional Recruitment Manager, City Year

Jeremy Lane,(8/13) Creative Services Director at WBIN

Advisory Board

Donna Cavaliere (*Advisory Board*) (06/08), School Counselor Centre

John Dulmage (*Advisory Board*) (10/07)

AD HOC Members:

Thelma Hutton, (1986): Rock. Co. Dept. Human Services, Ret'd; Instructor, White Pines College;

Marie Brownell; Brownell Insurance, Owner

David McGrath: Attorney, Sheehan, Phinney, Bass and Green

Jessica Miele -SNH Bank

Renee Fellows, (01/04): Clearpoint Marketing Communications, Principal

Diane Casale, CPS

Professional Experience

1993- present The Upper Room, Family Resource Center, Inc. Derry, NH

**July 1994- present Program Coordinator, Greater Derry Juvenile Diversion Program
Program Coordinator, Adolescent Wellness Program**

- Researched, designed and implemented pilot diversion program for the Derry District Court in conjunction with the local police departments, District Court Judge, and Juvenile Service Officers. This program offers an alternative to court for appropriate first time juvenile offenders. This is accomplished with the aid of volunteer members of the community who agree to help set up contractual conditions.
- Incorporated the following resources for the community as the need became apparent:

Adolescent Wellness Program a comprehensive wellness program which focuses on promoting healthy adolescent behavior by providing youth with prevention and intervention services related to substance use and/or anger and parents with timely and effective support. AWP increases youth knowledge of the consequences of substance use, increase skills to handle anger appropriately, and increase parent's ability to cope with child's anger or substance use resulting in an increase number of youth living healthier lives. AWP utilizes the following three components:

1. **Challenge Course** – a psycho-educational program, using a group format, which provides adolescents an opportunity to learn more about alcohol and other drugs while they explore their personal relationship with substances.
2. **Take Control Workshop** – Educational program, using a group format, providing adolescents an opportunity to learn about anger and how it affects their lives.
3. **UR Parents** – A facilitated group providing information and support to parents who face the challenges of raising teenagers in today's society. Multiple topics.

Y.E.S. (Shoplifter's Alternative) – An educational program, using a group format, providing youth the opportunity for youth to learn the effect shoplifting has on their lives and the community as a whole.

CSLO (Community Service-Learning Opportunities) – Opportunity for youth who need to meet community service obligations to learn about and help others within their community.

- Responsibilities include, but are not limited to:
 - Contacting parent to initiate program acceptance.
 - Conducting initial intake interview with the parent and the youth
 - Contacting the victim of the offense for information regarding the impact the offense had on them and their family, restitution owed, if any, and recommendations they might have.
 - Facilitating the Community Review Team session in setting up the contractual agreement for the youth.
 - Maintaining contact with the school to aid in the academic success of the youth, if needed.
 - Recruiting, training and guiding the Community Review Team volunteers.
 - Supervision of part-time program assistant
 - Receive referrals from community sources and parents for the adjunct programs (i.e. Adolescent Wellness Program, Y.E.S. (Shoplifter's Alternative) and CSLO (Community Service Learning Opportunities))

Administering and interpreting the SASSI (Substance Abuse Subtle Screening Inventory) given to each youth entering the Challenge Course
Maintain the integrity of the adjunct programs and supervise the part-time staff facilitating these groups/programs.
Reporting participant results to the referral source upon completion of program(s).
Reporting statistical data to the funding sources for all programs.
Coordination of all programs, scheduling times and informing potential participants of this schedule.

Professional Memberships

- New Hampshire Juvenile Court Diversion Network, Chair 2005-2007
I have worked on the following endeavors for the NHJCDN:
 - Data Collection and evaluation-1996*
 - Recidivism Study- 1997 to 2005*
 - JusticeWorks, U.N.H. Durham – 1999*
 - Data Collection and Reporting-2003-2004* Worked collaboratively with police departments, Department of Safety, Administrative Office of the Courts and Division of Juvenile Justices Services in gathering statistical and demographic information to be reported to the federal government regarding crimes and detention in the state of New Hampshire.
- Citizen's Advisory Member/ NH State Prison for Women in Goffstown
- Challenge Course Advisory Committee Member, Committee Chair
- Community Crisis Response Team
- Strategic Prevention Framework/ Community Coalition

Education

- Hesser College- Nashua
Associates in Computer Science- January 1983
- Lesley College- Boston
Courses related to Human Services- 1992- 1993
- New Hampshire Technical Institute- Concord
Paralegal Certificate- August, 2001
- Guardian Ad Litem –NHTI-Concord October 2005
- Nashua Community College September 2009 to June 2011
Study in Liberal Arts
Concentration in Peace and Social Justice

Volunteer Experience/Trainings

- Challenge Course, Facilitator/Coordinator
- SASSI Administration and Scoring, Administrator
(Substance Abuse Subtle Screening Inventory)
- GAINQ certified (Global Appraisal of Individual Needs-Quick)
- Certified Prevention Specialist, June 2006

References Available upon Request

MICHELLE L. MOBSBY

WORK EXPERIENCE:

6/07-Present The Upper Room, A Family Resource Center Derry, NH

Greater Derry Juvenile Diversion Program Assistant

- Participated in development of case contracts and subsequent review hearings established as an alternative to court intervention for youth
- Maintained weekly contact with program participants to ensure progress toward contract completion
- Facilitated the Take Control Workshop, a classroom experience designed to help youth take control of their emotions and constructively resolve conflict
- Facilitated YES (Youth Education for Shoplifting), a psycho-educational program that helps youth process their offense in a group setting, discover why they are shoplifting and empower them to make the decision to stop

Community Service Learning Opportunities Specialist

- Developed and scheduled meaningful service projects that allowed for increased connection to the community and learning opportunities
- Supervised youth during community service projects

GED Tutor

- Provided academic support to students preparing for GED exam

1/07-6/07 The Door New York, NY

Learning Center/Educational Talent Search Intern

- Scheduled tutoring sessions and organized case files
- Monitored case notes to ensure that satisfactory progress toward academic goal was being made
- Compiled a database of scholarships with an emphasis on those available to minority and urban youth

9/06-12/06 Gomez de la Fuente Family Seville, Spain

Private English Teacher

- Developed and implemented a curriculum that included challenging, yet attainable goals with input from children

EDUCATION:

2010-Present New England College Henniker, NH

M.Ed. Special Education

2003-2008 Pace University New York, NY

B. A. Applied Psychology and Human Relations

- Dean's List
- Extensive Criminal Justice and Spanish coursework

Bachelor of Arts in Human Services

- Graduated Magna Cum Laude

References

References will be provided upon request.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Diane Casale	Coordinator/Administrative Assistant & Supervision	57,845	65%	37,565
Michelle Mobsby	Assistant/CSLO Facilitator	31,200	64%	13,416
Laura Wilmoth	YES Facilitator	650	29%	184
				51,165